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OBER, KALER, GRIMES & SHRIVER

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OFFICES IN
WASHINGTON, D. C.
NEW YORK
NEW JERSEY

RECORDATION NO. 16400-B FILED 1425

MAR 8 1990 -11 50 AM

INTERSTATE COMMERCE COMMISSION

February 14, 1990

HAND DELIVERED

0-067A068

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th and Constitution Avenue
Washington, D.C. 20423

Dear Ms. McGee:

- Deborah Mulligan

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) originally executed copies of the First Amendment to Loan Agreement, Chattel Mortgage and Security Agreement dated as of January 30, 1990 (the "First Amendment"). The First Amendment relates to a Loan Agreement, Chattel Mortgage and Security Agreement dated as of June 15, 1989 (the "Loan Agreement"), which Loan Agreement was duly recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on June 22, 1989, under recordation no. 16400. The Loan Agreement is a primary document as defined in the Commission's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Secured Party: The First National Bank of Maryland
Transportation Division
25 South Charles Street
Baltimore, Maryland 21201

Debtor: Radnor Associates, Ltd.
Two Radnor Corporate Center
100 Matsonford Road
Radnor, Pennsylvania 19087

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OBER, KALER, GRIMES & SHRIVER

Ms. Noreta R. McGee

Page 2

February 14, 1990

A description of the railroad equipment covered by the enclosed document is set forth in Schedule 1 attached hereto and made a part hereof.

Also enclosed is our check in the amount of \$15.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return a filed-stamped copy of the enclosed document to Patrick K. Cameron, Esq., Ober, Kaler, Grimes & Shriver, 120 East Baltimore Street, Baltimore, Maryland, 9th Floor, 21202-1643.

A short summary of the enclosed primary document to appear in the Commission's Index is:

First Amendment to Loan Agreement, Chattel Mortgage and Security Agreement dated as of January 30, 1990, by and between The First National Bank of Maryland, Secured Party, and Radnor Associates, Ltd., Debtor, covering sixty-nine (69) bi-level auto racks presently on lease to Soo Line Railroad Company.

Very truly yours,



Patrick K. Cameron

PKC/vmb
Enclosures

Schedule 1

Sixty-nine fully enclosed bi-level auto racks presently on lease to the Soo Line Railroad Company comprised of:

Models AB15156 including Whitehead & Kales radial end doors, 60-Ratchet Lo Ty's (A-234-786), 60-Idler Assemblies (A-234-760) and 60-Chain Assemblies (C-231-465).

The serial numbers for the sixty-nine (69) bi-level auto racks are as follows:

<u>Rack No.</u>	<u>Serial No</u>	<u>Rack No.</u>	<u>Serial No</u>
M-7151	59451-52	M-7191	59505-06
M-7152	59457-58	M-7192	59567-68
M-7153	59455-56	M-7193	59501-02
M-7154	59453-54	M-7194	59565-66
M-7156	59463-64	M-7195	59559-60
M-7157	59461-62	M-7196	59551-52
M-7158	59465-66	M-7197	59525-26
M-7159	59477-78	M-7198	59575-76
M-7161	59473-74	M-7199	59539-40
M-7163	59479-80	M-7200	59541-42
M-7164	59471-72	M-7201	59573-74
M-7165	59467-68	M-7202	59537-38
M-7166	59469-70	M-7203	59547-48
M-7167	59459-60	M-7204	59549-50
M-7168	59489-90	M-7205	59583-84
M-7169	59485-86	M-7206	59585-86
M-7170	59483-84	M-7207	59579-80
M-7171	59487-88	M-7208	59597-98
M-7172	59493-94	M-7209	59595-96
M-7174	59495-96	M-7210	59577-78
M-7175	59497-98	M-7211	59589-90
M-7176	59523-24	M-7212	59543-44
M-7177	59527-28	M-7213	59545-46
M-7178	59515-16	M-7214	59591-92
M-7179	59519-20	M-7215	59587-88
M-7180	59509-10	M-7216	59593-94
M-7181	59513-14	M-7217	59507-08
M-7182	59521-22	M-7219	59555-56
M-7183	59561-62	M-7220	59571-72
M-7184	59569-70	M-7221	59499-500
M-7185	59533-34	M-7222	59531-32
M-7186	59503-04	M-7223	59511-12
M-7187	59535-36	M-7224	59581-82
M-7188	59557-58	M-7225	59563-64
M-7189	59553-54		

Interstate Commerce Commission
Washington, D.C. 20423

3/8/90

OFFICE OF THE SECRETARY

Patrick K. Cameron
Ober, Kaler, Grimes & Shriver
120 East Baltimore Street
Baltimore, Maryland 21202-1643

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/8/90 at 11:50AM and assigned recordation number(s). 16400-B and 16400-C.

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

RECORDATION NO. 16400-B FILED 1425

MAR 8 1990 -11 50 AM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO LOAN AGREEMENT, CHATTEL MORTGAGE
AND SECURITY AGREEMENT

by and between

THE FIRST NATIONAL BANK OF MARYLAND

and

RADNOR ASSOCIATES, LTD.

dated as of January 30, 1990

Covering Sixty-nine (69) Bi-Level Auto Racks

This First Amendment to Loan Agreement, Chattel Mortgage and Security Agreement ("First Amendment") relates to the Loan Agreement, Chattel Mortgage and Security Agreement dated as of June 15, 1989, an executed original of which has heretofore been filed with the Interstate Commerce Commission ("I.C.C.") pursuant to the Interstate Commerce Act, 49 U.S.C. Section 11303 ("Act") on June 22, 1989, at 12:55 p.m., under Recordation No. 16400; and this First Amendment has been filed and recorded with the I.C.C. pursuant to the Act on the _____ day of January, 1990, under Recordation No. _____.

FIRST AMENDMENT TO LOAN AGREEMENT, CHATTEL MORTGAGE
AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO LOAN AGREEMENT, CHATTEL MORTGAGE AND SECURITY AGREEMENT (the "First Amendment") is made as of this 30th day of January, 1990, by and between RADNOR ASSOCIATES, LTD., a Pennsylvania corporation (the "Borrower"), and THE FIRST NATIONAL BANK OF MARYLAND, a national banking association (the "Bank").

WHEREAS, the Bank has heretofore entered into a Loan Agreement, Chattel Mortgage and Security Agreement dated as of June 15, 1989 (the "Loan Agreement") and filed with the Interstate Commerce Commission on June 22, 1989 at 12:55 p.m., under Recordation No. 16400, pursuant to which the Bank agreed to make loans to the Borrower up to a maximum principal amount of \$895,000, for the purpose of financing and/or refinancing a portion of the acquisition cost of, and refurbishments to, 97 enclosed tri-level auto racks and 25 100-ton covered steel-coil gondola cars; and

WHEREAS, to evidence said loans, the Borrower delivered to the Bank a Revolving Credit Note dated June 15, 1989, made payable to the Bank in the original principal amount of \$895,000; and

WHEREAS, the Borrower has now decided to purchase from Rack Associates, a Connecticut limited partnership ("Rack") (i) 69 enclosed bi-level auto racks (described on Exhibit A attached hereto and made a part hereof the "Bi-level Racks") and (ii) Rack's interest as lessor in and to that certain Lease of Railroad Equipment dated as of March 17, 1978, between Rack Associates and Soo Line Railroad Company ("Soo"), as amended and extended by the terms of that Lease Assumption and Renewal Agreement dated as of January 1, 1986, and as further amended and extended by Rider No. 1 dated as of February 17, 1987, and by Rider No. 2 dated as of ~~December 29, 1989~~ ^{January 4, 1990} (which Rider No. 2 was entered into in connection with that certain Sale Agreement dated as of December 29, 1989, between Rack, as seller, and Borrower, as buyer; all of the foregoing lease, assumption and sale documents, and all of the riders, supplements, instruments, certificates, opinions, agreements and other documents executed and delivered in connection therewith are hereinafter collectively referred to as the "New Soo Lease"); and the Borrower has requested that the Bank finance the cost of such purchase through additional borrowings in an amount not to exceed \$500,000; and

WHEREAS, the Bank is willing to consent to the Borrower's request for the additional \$500,000 in borrowings on the express condition that, among other things, the Borrower execute this First Amendment.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the parties do hereby agree to amend the Loan Agreement as follows:

1. Paragraph A of the Recitals to the Loan Agreement is amended by:

(a) deleting in line 7 thereof the word "and", and inserting in lieu thereof ","; and

(b) adding the following to the end of the first sentence thereof:

", and (iii) sixty-nine (69) bi-level auto racks (described on Schedule III attached hereto, and made a part hereof, the "Bi-level Racks") presently being leased to Soo pursuant to that certain Lease of Railroad Equipment dated as of March 17, 1978, as amended and extended by the terms of that Lease Assumption and Renewal Agreement dated as of January 1, 1986, and as further amended and extended by Rider No. 1 dated as of February 17, 1987 and by Rider No. 2 dated as of ~~December 4, 1989~~ ^{January 21, 1990} between Borrower, as assignee of Rack Associates ("Rack"), and Soo as successor-in-interest to Chicago, Milwaukee, St. Paul and Pacific Railroad Company (which Rider No. 2 was entered into in connection with that certain Sale Agreement dated as of December 29, 1989 between Rack, as seller, and Borrower, as buyer; all of the foregoing lease, assumption and sale documents, and all of the riders, supplements, instruments, certificates, opinions, agreements and other documents executed and delivered in connection therewith, collectively, the "New Soo Lease".

Paragraph A shall be further amended, so that the term "Equipment" shall hereafter mean the Cars, the Racks, the Bi-level Racks and any other equipment which is now or hereafter described on Schedules I, II and III thereto, and each item thereof shall be referred to as an "Item of Equipment"; and the term "Leases" shall mean the Conrail Lease, the Soo Lease and the New Soo Lease, and each of them shall be a "Lease". On and after the effective date hereof, Schedule III (Exhibit A hereto) shall be attached to and made a part of the Loan Agreement.

2. Paragraph B of the Recitals to the Loan Agreement is amended by deleting the figure "\$895,000" and inserting in lieu thereof the figure "\$1,315,000".

3. Section 1.1 of the Loan Agreement is amended by adding the following as the last paragraph thereof:

"Notwithstanding the foregoing, upon the Borrower's fulfillment of each of the conditions specified in

Section 3.4 hereof, the maximum amount to be made available to the Borrower hereunder and the terms for repayment of said amounts shall be adjusted upward, as follows:

<u>Date</u>	<u>Maximum Availability</u>
01/01/90	\$1,315,000
04/01/90	\$1,195,000
07/01/90	\$1,070,000
10/01/90	\$ 945,000
01/01/91	\$ 820,000
04/01/91	\$ 680,000
07/01/91	\$ 540,000
10/01/91	\$ 480,000
01/01/92	\$ 415,000
04/01/92	\$ 350,000
07/01/92	\$ 280,000
10/01/92	\$ 205,000
01/01/93	-0- "

4. Section 1.7(b) of the Loan Agreement shall be amended by:

(a) deleting in line 7 thereof the word "and", and inserting in lieu thereof ","; and

(b) adding the following to the end of clause (b) "and by 1/69th if such casualty or event of loss is with respect to a Bi-level Rack."

5. Sections 2.1, 3.1 and 5.9 of the Loan Agreement shall be amended so that for the purposes of each such Section, the term Soo Lease collectively shall mean the Soo Lease (as thereinbefore defined) and the New Soo Lease.

6. Section 3.4 shall be added to the Loan Agreement and it shall provide as follows:

"Section 3.4 Closing on the New Soo Lease and the Bi-level Racks. The obligation of the Bank to increase the maximum amount to be made available to the Borrower pursuant to the terms of the last paragraph of Section 1.1 hereof is subject to the fulfillment by the Borrower, on or before January 30, 1990, of the following conditions precedent:

(a) Delivery to the Bank of a fully executed copy of each of the following documents: (i) that certain First Amendment to Loan Agreement, Chattel Mortgage and Security Agreement, dated as of January 30, 1990, between the Borrower and the Bank (the "First

Amendment"), (ii) the Allonge to Revolving Credit Note, dated as of January 30, 1990, between the Borrower and the Bank ("Allonge"), (iii) the Notice of Assignment and Lessee's Consent and Agreement duly executed on behalf of Soo (in substantially the form attached hereto as Exhibit B), (iv) that certain Loan Agreement Supplement No. 2, dated as of the closing date between the Borrower and the Bank ("Supplement No. 2"), (v) Uniform Commercial Code financing statements in form acceptable to the Bank and its counsel, and (vi) a counterpart copy of the New Soo Lease to the extent suitable for recordation) recorded with the Interstate Commerce Commission ("I.C.C.") pursuant to the Interstate Commerce Act, 49 U.S.C. §11303 and in accordance with 49 CFR Part 1177;

(b) All legal matters incident to the making of any advance in connection with the Revolving Credit Loan shall be satisfactory in all material respects to the Bank and its counsel; the Bank shall receive on or prior to the effective date of the First Amendment, all such additional information, documents, certificates, opinions and reports as the Bank may reasonably deem necessary;

(c) The Borrower shall have satisfied the Bank that any and all insurance required by Section 6.7 of this Agreement is in effect as of the date of the First Amendment, and unless waived by the Bank in writing that the Bank has been named as an additional loss payee under each and every policy relating to the Collateral;

(d) On or prior to the date of the First Amendment, such First Amendment, and Supplement No. 2 shall have been duly filed with the I.C.C. pursuant to 49 U.S.C. §11303 and in accordance with 49 CFR Part 1177;

(e) The Borrower shall have good and marketable title to all of the Collateral, free and clear of all liens, encumbrances and interests of those claiming by, through or under the Borrower (except for the lien in favor of the Bank); and

(f) The representations and warranties of Borrower contained herein and in any certificate delivered pursuant hereto shall be true and correct on and as of the date of such closing; and on such closing date there shall be no default hereunder or under the New Soo Lease nor shall there have occurred any event which, but for the lapse of time or the giving of notice, or both would be such a default."

On or after the effective date hereof, Exhibit B shall be attached to and made a part of the Loan Agreement.

7. All references in the Loan Agreement to the "Loan Documents" shall hereafter also include this First Amendment, the Supplement No. 2 and the Allonge.

8. All references in the Loan Agreement to the "Revolving Credit Note" shall hereafter be to the Revolving Credit Note, as amended by that certain Allonge to Revolving Credit Note of the Radnor Associates, Ltd. of even date herewith.

9. Except as otherwise provided herein, the Loan Agreement remains in full force and effect and unmodified.

10. This First Amendment shall be governed by, and construed in accordance with, the laws of the State of Maryland.

11. This First Amendment may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

12. The Borrower shall pay, on demand, all out-of-pocket costs and expenses, including legal fees and disbursements, incurred by the Bank in connection with the preparation, execution, delivery and filing of this First Amendment, the New Soo Lease and the Uniform Commercial Code financing statements.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Loan Agreement, Chattel Mortgage and Security Agreement to be duly executed, under seal, as of the date first above written.

ATTEST:

RADNOR ASSOCIATES, LTD.

Valerie A. Zerk

By: James P. Hartman (SEAL)
James P. Hartman
Vice President

Witness:
~~ATTEST:~~

THE FIRST NATIONAL BANK OF
MARYLAND

Patricia K. Comer

By: Michael F. Dockman (SEAL)
Michael F. Dockman
International Banking Executive

STATE OF MARYLAND)

) SS.

CITY OF BALTIMORE)

On this _____ day of January, 1990, before me personally appeared Michael F. Dockman, to me personally known, who being by me duly sworn, says that he is an International Banking Executive of THE FIRST NATIONAL BANK OF MARYLAND, a national banking association, that the seal affixed to the foregoing instrument is the seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Notary Public

[Seal]

My Commission expires:_____

COMMONWEALTH OF PENNSYLVANIA)

) SS.

CITY OF RADNOR)

On this 30th day of January, 1990, before me personally appeared James P. Hartman, to me personally known, who being by me duly sworn, says that he is the Vice President of RADNOR ASSOCIATES, LTD., a Pennsylvania corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Verna E. Venuto
Notary Public

[Seal]

My Commission expires: November 25, 1990

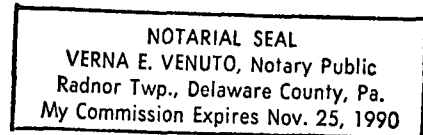


EXHIBIT A

Schedule III

Casualty Loss Table

Purchase Price = \$26,726.00 per unit

<u>DATE</u> <u>(1ST OF MONTH)</u>	<u>Casualty Loss Value as</u> <u>Percentage of Purchase Price</u>
Jan-90	56.3013%
Feb-90	56.0253%
Mar-90	55.7462%
Apr-90	55.4638%
May-90	55.1781%
Jun-90	54.8892%
Jul-90	54.5969%
Aug-90	54.3012%
Sep-90	54.0021%
Oct-90	53.6995%
Nov-90	53.3935%
Dec-90	53.0839%
Jan-91	52.7707%
Feb-91	52.4539%
Mar-91	52.1334%
Apr-91	51.8092%
May-91	51.4813%
Jun-91	51.1496%
Jul-91	50.8140%
Aug-91	50.4746%
Sep-91	50.1312%
Oct-91	49.7839%
Nov-91	49.4325%
Dec-91	49.0771%
Jan-92	48.7176%
Feb-92	48.3539%
Mar-92	47.9860%
Apr-92	47.6138%
May-92	47.2374%
Jun-92	46.8566%
Jul-92	46.4714%
Aug-92	46.0817%
Sep-92	45.6875%
Oct-92	45.2888%
Nov-92	44.8855%
Dec-92	44.4774%
END OF LEASE or during any renewal period thereafter	44.0021%

EXHIBIT B

NOTICE OF ASSIGNMENT AND LESSEE'S CONSENT AND AGREEMENT

Pursuant to Section 12 of that certain Lease of Railroad Equipment dated as of March 17, 1978, as amended and extended by the terms of that Lease Assumption and Renewal Agreement dated as of January 1, 1986, and as further amended and extended by Rider No. 1 dated as of February 17, 1987 (the "Assumption"), and by Rider No. 2 dated as of December ____, 1989 ("Rider No. 2") (collectively, the "Lease"), between Radnor Associates, Ltd., as assignee of Rack Associates (the "Lessor"), and the Soo Line Railroad Company, as successor-in-interest to Chicago Milwaukee, St. Paul and Pacific Railroad Company (the "Lessee"), the Lessor hereby gives notice that the Lessor has assigned to The First National Bank of Maryland (the "Bank") all of its rights, title and interest (but not its obligations) in and to the Lease and all equipment leased thereunder, including, without limitation, the right to receive all rent and other payments due and to become due and payable thereunder. Accordingly, Lessor hereby instructs Lessee to make all future payments directly to Bank via wire transfer at 25 South Charles Street, Baltimore, Maryland 21201, Attn: Transportation Division or at such other address as Bank shall designate from time to time in writing to Lessee. Payments should continue to be made to Bank until such time as Bank shall advise you otherwise in writing, or until no further payments are required to be made pursuant to the terms of the Lease.

Lessee hereby acknowledges receipt of notice of such assignment and agrees as follows:

(1) subject to the terms and conditions of the Lease, to pay all payments due and to become due to the Lessor under the Lease directly to The First National Bank of Maryland, by wire transfer or other immediately available funds, at 25 South Charles Street, Baltimore, Maryland 21201, Attn: Transportation Division, or to such other address as may be furnished in writing to the Lessee by the Bank;

(2) agrees that the Bank shall be entitled to all of the benefits of, and to receive and enforce performance of, the terms, conditions, agreements and covenants of the Lessee under the Lease as though the Bank were named therein as the Lessor and that it will not assert against the Bank any claim or defense the Lessee may have and/or assert against the Lessor under the Lease;

(3) agrees that the Bank shall not, by virtue of the Lease or this Notice of Assignment and Consent and Agreement, be or become subject to any liability or obligation under the Lease or otherwise;

(4) agrees that the Lease shall not, without the prior written consent of the Bank, be amended, terminated or modified, or any action be taken or omitted to be taken by the Lessee, the taking or omission of which might result in any alteration or impairment of the obligations of the Lessee hereunder or under the Lease or of any of the rights created by any thereof;

(5) agrees that the Lessee's only interest under the Lease is that of a lessee and that the Lessee maintains no ownership or other interest in the Equipment except its leasehold interest as a lessee under the Lease; and

(6) agrees that for the purposes intended in Section 10 of the Lease, any references to Schedule 1 therein shall be deemed to mean Attachment 1 to Rider No. 2 to the Assumption.

Terms used and not otherwise defined herein shall have the meaning set forth in the Lease.

In connection herewith, the Lessee hereby represents and warrants to the Bank that:

(1) the Lease is in full force and effect and Lessee is not in default of any of the terms or provisions thereof;

(2) all rents due under the Lease prior to the date hereof have been fully paid to Lessor by Lessee and Lessee has not prepaid any such rents;

(3) there are no liens, judgments, suits or proceedings, pending or threatened, against the Lessee which if, adversely determined could materially adversely affect the Lessee's financial condition or its ability to perform its obligations under the Lease; and

(4) to the best of its knowledge, Lessor is not in default of any of its obligations to Lessee under the Lease.

This Notice of Assignment and Consent and Agreement may be executed in several counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Notice of Assignment and Consent and Agreement to be duly executed, under seal, as of the date indicated below.

Dated: January __, 1990.

SOO LINE RAILROAD COMPANY

By: _____ (SEAL)

RADNOR ASSOCIATES, LTD.

By: _____ (SEAL)

Accepted:

THE FIRST NATIONAL BANK
OF MARYLAND

By: _____ (SEAL)